CARRIERS—LOSS OF BAGGAGE—LIABILITIES.—MARSHALL v. PONTIAC, O., AND N. R. R. Co., 85 N. W. 242 (Mich.).—Plaintiff bought a ticket for the sole purpose of checking his trunk. He did not ride on the train. The trunk arrived safely at its destination, but was stolen from the baggage-room by burglars. *Held*, that defendant company was a gratuitous bailee, and only liable for gross negligence.

The same rules of care and diligence on the part of a railroad company apply whether the baggage is forwarded on same, preceding or subsequent train. *Warren* v. *Burlington, etc., R. R. Co.*, 92 Am. Dec. 389; *Logan* v. *Pontchartrain Ry.*, 11 Rob. (La.) 24. These cases apply to *bona fide* passengers. The court holds that inasmuch as the plaintiff did not intend to be a passenger, but intended to go to his destination by his own conveyance, he might have sold his ticket to another passenger, thus paying nothing for the transportation of his baggage, and stand in no different light from that in which he does now. He was not a *bona fide* passenger, and the railroad company was a gratuitous bailee.

COLLEGES—LIABILITY FOR INJURY TO STUDENT.—CURRIER v. TRUSTEES OF DARTMOUTH COLLEGE ET AL., 105 FED. 886.—A college by reason of its eleemosynary nature and its relation to its students, is not liable for a personal injury to a student caused by the negligence of the superintendent of college buildings, in throwing down a chimney, while clearing land, owned by the college, preliminary to erecting thereon a heating plant for college purposes.

This is a unique case, as the liability of a college, for a tort committed by its agent, has not been definitely decided. A corporation established for the maintenance of a public charitable hospital, which has exercised due care in the selection of its agents is not liable for injury to a patient caused by their negligence. *McDonald* v *Mass. General Hospital*, 120 Mass. 432. A student, upon entering college, submits himself, physically and intellectually, to the college management and as a college is, in part, a charitable institution, not managed for private gain, it would seem against principle to allow it to be held liable in this case.

CONSTITUTIONAL LAW—DOG LICENSES—HUMANE SOCIETY—DUE PROCESS.—FOX v. MOHAWK & H. R. HUMANE SOCIETY, 59 U. S. 353 (N. Y.).—The taking of dogs, for the non-payment of a license fee, by a humane society having such power conferred upon it by statute, does not constitute a taking of property without due process of law.

Summary confiscation of domestic animals would undoubtedly be unconstitutional. *Rockwell* v. *Nearing*, 35 N. Y. 302. But dogs have always been held to be entitled to less regard than more useful and less harmful animals. Hence, though dogs are recognized as property to a certain degree, it is within the discretion of the legislature to say how far dogs shall be so recognized; and taxes upon dogs and regulations as regards them have in most States been regarded as a legitimate exercise of the police power. *Tower* v. *Tower*, 18 Pick. 262; *Morey* v. *Brown*, 42 N. H. 373; *Tenny* v. *Luiz*, 16 Wis. 566. A contrary view is taken in *Washington* v. *Meigs*, 1 McArth. 53.

CONTRACT OF EMPLOYMENT—BREACH—DISCHARGE FOR CAUSE—PART PERFORMANCE—QUANTUM MERUIT.—HILDEBRAND v. AMERICAN FINE ART CO., 85 N. W. 268 (Wis.).—Plaintiff bound himself to work solely for the defendant for one year. He was discharged for cause before the end of the period of employment. *Held*, that plaintiff could recover on the contract for part performance.

In England if an employee is prevented from carrying out his contract, being discharged for cause, he cannot recover for services rendered up to the time of his discharge. *Smith, Mast. and Ser.* (Ed. 1895) p. 220; *Wood, Mast. and Ser.*, Sec. 129. This harsh rule is followed by few of the American States. Contracts for specified time are deemed apportionable, and a servant discharged for cause is entitled to recover for work actually done. 14 *Am. & Eng. Ency. of Law*, 793.

CONTRACT OF SALE—BREACH OF WARRANTY—RECISSION.—WORCESTER MFG. CO. V. WATERBURY BRASS CO., 48 Atl. 422 (Conn.).—Defendant made a contract to purchase a certain machine at a specified price. Plaintiff delivered machine, which was accepted by defendant, but, after a trial, failed to work as warranted. *Held*, defendant could not rescind contract and return machine for a mere breach of warranty.

The law on this subject is in a very unsatisfactory condition. The weight of authority seems to support the decision in the case at bar. *Story on Sales*, Sec. 421; *Scranton* v. *Trading Co.*, 37 Conn. 135; *Norton* v. *Dreyfuss*, 106 N. Y. 90; *Merrick* v. *Wiltse*, 37 Minn. 41. But recognized text-writers and courts have held a warranty to be a condition, a breach of which is ground for a recission of the contract. *Parsons on Cont.* Vol. I, p. 592; *Dow* v. *Fisher*, 1 Cush. 271; *Dill* v. *O'Ferrall*, 45 Ind. 268; *Marshall* v. *Perry*, 67 Maine 78.

CONVEYANCE IN TRUST—VALIDITY—CHARITABLE TRUST—TROUTMAN ET AL. V. DE BOISSIERE ODD FELLOWS' ORPHANS' HOME AND INDUSTRIAL SCHOOL ASSOCIATION ET AL., 64 Pac. 33 (Kan.).—De Boissiere conveyed property to trustees "in trust, to provide a home upon said premises for the orphan children of deceased Odd Fellows of the State of Kansas." *Held*, to be a valid public charity.

A charity whose benefits are confined to those who by their own voluntary action have become members of a particular society is not a purely public charity. *City of Philadelphia* v. *Masonic Home of Pennsylvania*, 160 Pa. St. 572. The court ingeniously bases its decision on the fact that "orphan children of deceased Odd Fellows of Kansas" have become orphans not by their own voluntary act, but by fortuitous circumstances over which they necessarily had no control.

CONTRACTS—VALIDITY—MUTUALITY.—CRANE ET AL. V. CRANE & CO., 105 Fed. 869.—C. Crane & Co., wholesale lumber dealers, agreed to supply Crane et al., who bought and sold hard wood lumber, with all the dock oak that they would want for their trade in the Chicago market during the year 1897 at certain prices. *Held*, that this contract is void for want of mutuality.

Contracts, to furnish a foundry with all the coal needed for the season; or a furnace company its requirements in the way of iron; or a hotel its necessary supply of ice, have been upheld. *Minnesota Lumber Co.* v. *Whitebreast Coal Co.*, 160 Ill. 85; *National Furnace Co.* v. *Keystone Co.*, 110 Ill. 427. But in these cases, although the quantity under contract is not measured by any certain standard, yet it is capable of an approximately accurate forecast by the vendor. In the case at bar, if the contract has been upheld the vendor would have been placed in an unfair position, for if prices had risen the vendee could purchase any amount at the contract price, while if prices had fallen the vendor could not compel the vendee to purchase.